

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

TOWN OF FRAMINGHAM REQUEST FOR)	
DETERMINATION OF RATES APPLICABLE TO)	
TRANSPORTATION AND TREATMENT OF SEWAGE)	D.T.E. 02-46
PURSUANT TO INTERMUNICIPAL AGREEMENT)	
)	

TOWN OF ASHLAND'S RESPONSES TO
THE DEPARTMENT'S SECOND SET OF INFORMATION REQUESTS
TO THE TOWN OF ASHLAND

The Town of Ashland hereby submits the following responses to the Second Set of Information Requests to the Town of Ashland made by the Department of Telecommunications and Energy (the "Department"):

DTE 02-46 - REQUEST A-2-1

Please produce all documents exchanged between Ashland and Framingham prior to December 9, 1998, pertaining to “annual charges and rates of discharge” to be applied at any time after December 9, 1998 under the IMA.

DTE 02-46 - RESPONSE A-2-1

This response was provided by Dexter Blois. Please see the attached documents.

DTE 02-46 - REQUEST A-2-2

Please produce all documents exchanged between Ashland and Framingham from December 9, 1998 to the present, pertaining to “annual charges and rates of discharge” under the IMA.

DTE 02-46 - RESPONSE A-2-2

This response was provided by Dexter Blois. Please see the attached documents.

DTE 02-46 - REQUEST A-2-3

Please refer to the Joint Pre-Hearing Memorandum, at 13, ¶5 (November 25, 2002). State all facts relied upon for Ashland's position that "Framingham waived its opportunity to negotiate rates and charges retroactively."

DTE 02-46 - RESPONSE A-2-3

This response was provided by Dexter Blois and Steven Sylven.

In Section 5 of the IMA, it states that "the parties hereunder agree that the annual charges and rates of discharge specified in this agreement shall be reviewable five years from the date of this agreement and at subsequent five year intervals." Framingham did not raise the issue of annual charges until the town meeting in May 2000. Ashland argues that Framingham missed its opportunity in 1998 to negotiate annual charges and rates of discharge and should not technically be permitted to negotiate such changes until 2003. At the very least, in the alternative, it is important to note that Framingham failed submit invoices with adjusted rates until June 2001. For that reason, Framingham waived its opportunity to negotiate rates and charges retroactively. However, Ashland has agreed to be reasonable and has agreed to negotiations of annual charges and rates of discharge applicable from June 2001 and prospectively.

DTE 02-46 - REQUEST A-2-4

Please refer to the Joint Pre-Hearing Memorandum, at 14, ¶9. State all facts relied upon for Ashland's position that "the IMA is no longer valid."

DTE 02-46 - RESPONSE A-2-4

This response was provided by Dexter Blois and Steven Sylven.

Because the November 29, 1999 Agreement was extensively negotiated, this should be the new basis for any agreement between Ashland and Framingham. Ashland and Framingham could simply incorporate new annual charges into the November 29, 1999 Agreement.

DTE 02-46 - REQUEST A-2-5

Please provide a table of all bills received by Ashland from Framingham under the IMA, from December 9, 1963 to the present, identifying (a) the relevant billing period, (b) the date that the bill was issued, (c) the amount invoiced, (d) the date paid, and (e) the amount paid. In addition, please itemize each bill and payment attributable to the components identified in the Joint Pre-Hearing Memorandum at 8, ¶4. Where Ashland claims that billing is in excess of the amounts due, please attribute the overbilling to the appropriate components and state the amount that Ashland contends is due.

DTE 02-46 RESPONSE A-2-5

This response was provided by Dexter Blois.

Invoice Date	Period Covered	Invoice Amt	Total Paid	Pymt per Jt. Memo Section 4.a	Pymt per Jt. Memo Section 4.b	Chk #	Date Pd
12/17/2002	Jul-Dec, 2002	\$101,500	\$2,750	\$1,500	\$1,250	45273	Jan,2003
6/12/2002	Jan-Jun, 2002	\$101,500	\$2,750	\$1,500	\$1,250	40684	Jun,2002
12/12/2001	Jul-Dec, 2001	\$101,500	\$2,750	\$1,500	\$1,250	37440	Jan,2002
6/2001	Jan-Jun, 2001	\$101,500	\$2,750	\$1,500	\$1,250	37440	Jan,2002
12/4/2000	Jul-Dec, 2000	\$2,750	\$2,750	\$1,500	\$1,250	26255	Dec,2000
6/1/2000	Jan-Jun, 2000	\$2,750	\$2,750	\$1,500	\$1,250	21549	Jun,2000
12/8/1999	Jul-Dec, 1999	\$2,750	\$2,750	\$1,500	\$1,250	17240	Dec,1999
6/9/1999	Jan-Jun, 1999	\$2,750	\$2,750	\$1,500	\$1,250	11815	Jun,1999
12/15/1998	Jul-Dec, 1998	\$2,750	\$2,750	\$1,500	\$1,250	7493	Dec,1998
6/2/1998	Jan-Jun, 1998	\$2,750	\$2,750	\$1,500	\$1,250	2948	Jun,1998
12/3/1997	Jul-Dec, 1997	\$2,750	\$2,750	\$1,500	\$1,250	138803	Jan,1998
6/3/1997	Jan-Jun, 1997	\$2,750	\$2,750	\$1,500	\$1,250	134320	Jul, 1997
5/13/97	Jul-Dec, 1996	\$2,750	\$2,750	\$1,500	\$1,250	133652	Jun,1997
6/4/1996	Jul, 1995 – Jun, 1996	\$5,500	\$5,500	\$3,000	\$2,500	126184	Jul, 1996

Ashland contends that invoices of June 2001 – December 2002 were excessive o the amounts due.

DTE 02-46 - REQUEST A-2-6

Please compare DTE A-1-4, exh. B, at 4 (Letter from Vollmer Associates to Dexter P. Blois, Ashland Town Manager (Nov. 6, 2001)), with Ashland's Answer to Framingham's Petition, at ¶ 13, and DTE A-1-1, Exh. A. Which figure, 3.04% or 3.29%, does Ashland claim that Ashland uses? Please explain how the chosen figure was derived.

DTE 02-46 RESPONSE A-2-6

This response was provided by Steve Sylven.

The value 3.29% was determined by Vollmer per its independent estimate of the shared use sewers as part of our review of the SEA's Sewer Rate Assessment Study. The value 3.29% was derived by dividing the inch-miles of shared sewer by the total inch-miles of Framingham sewers. Inch-miles of sewer is derived by the product of the length of sewer (in miles) and the diameter of the sewer (in inches). The inch-miles of sewer shown in Vollmer's sheet entitled "Ashland Shared Sewer Use" were derived by scaling the 2001 MWRA's Community Sewerage Map and using the pipe sizes (diameters) noted on the map.

The value 3.04% was provided by Framingham to Ashland in the November 11, 1998 document attached. From this document Ashland has determined that Framingham derived this percentage by dividing 85.89 inch/miles of pipe (used by Ashland) by Framingham's Total System (inch-miles) of 2,827.00. Ashland does not know how Framingham derived the length and diameter of the sewers used to calculate the inch-miles of sewer.

Ashland defers to the 3.04% value.

DTE 02-46 - REQUEST A-2-7

What is the source of the figure, 2,827 inch-miles , for the “Framingham Total System,” presented in DTE A-1-1, Exh A?

DTE 02-46 RESPONSE A-2-7

This response was provided by Steven Sylven.

The Exhibit A referenced above was provided to Ashland by Framingham in November 1998. Please also see the October 21, 1998 facsimile attached from Bill Skinner (former manager of Framingham’s Department of Public Works and former Framingham Water and Sewer Superintendent) to Dexter Blois regarding the “Determination of Ashland’s share of sewer maintenance” and the references to “system total in-mile . . . 2,827 in-mi.”

DTE 02-46 - REQUEST A-2-8

Please refer to DTE A-1-4, exh. B at 4. What, specifically, are the “discrepancies in pipe lengths and sizes” on the MWRA Community Sewerage Map for Framingham and those indicated in the SEA study? Please state the date of the MWRA map referenced.

DTE 02-46 RESPONSE A-2-8

This response was provided by Steven Sylven.

The following specific discrepancies in pipe sizes between SEA's Table 6.2 and the 2001 MWRA's Community Sewerage Map for Framingham are noted:

The size of "Farm Pond Interceptor to Bishop Street" is noted by SEA as 30", the MWRA map indicates the pipe is 24".

The size of the "Beaver Dam Sewer from Hebert Street to Beaver St." is noted by SEA as 30", the MWRA map indicates the pipe consists of 30" and 42" pipe.

The size of the from the "Beaver Dam Interceptor connection to Arthur" Street is noted by SEA as 36", the MWRA map indicates the pipe is 42".

We do not know if the MWRA map was "modified to address specific changes that have been identified by SEA Consultants" as cited in Section 3.1 of the SEA report.

There do appear to be discrepancies in the length of sewer segments listed in SEA's Table 6.2 compared to the lengths Vollmer measured on the 2001 MWRA's Community Sewerage Map for Framingham. The total length of shared sewer in Table 6.2 is 14,700 feet. From the 2001 MWRA map, Vollmer scaled the total length of shared sewers at 16,500 feet (10,700 feet Beaver Dam Brook Relief Sewer, 5,800 feet Farm Pond Interceptor).

Ashland defers to Framingham's measurements specified above.

DTE 02-46 - REQUEST A-2-9

Please provide a copy of Ashland's current Municipal Permit from the MWRA.

DTE 02-46 RESPONSE A-2-9

This response was provided by Dexter Blois.

DTE 02-46 - REQUEST A-2-10

Please provide documentation of all communications between Ashland and MWRA regarding sulfates and sulfides.

DTE 02-46 RESPONSE A-2-10

This response was provided by Dexter Blois.

Respectfully submitted,

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Dated:_____

00732421

CERTIFICATE OF SERVICE

I, Maureen P. Hogan, hereby certify that on this ____ day of February 2003, I served the foregoing by mailing a copy first class, postage prepaid, to:

Christopher J. Petrini, Esq.
Erin K. Higgins, Esq.
Conn Kavanaugh, et al.
Ten Post Office Square
Boston, MA 02109

Maureen P. Hogan